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OF COUNSEL
URBAN A. LESTER

17088-A
MAR 7 1997

March 7, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Release and Termination of Security Interest, dated March 4, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a full release of the Security Agreement previously filed under Recordation Number 17088.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: The Provident Bank
One East Fourth Street, Suite 700
Cincinnati, OH 75202

A description of the railroad equipment covered by the enclosed document is identified on Schedule A attached to the Release.

Counterpart - K. Bottomman

Mr. Vernon A Williams
March 7, 1997
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Also enclosed is a check in the amount of \$24 00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", with a stylized flourish at the end.

Robert W Alvord

RWA/bg
Enclosures

17088-A
1997-11-50 A77

RELEASE AND TERMINATION
OF SECURITY INTEREST

WHEREAS, ACF Industries, Incorporated, a New Jersey corporation (the "Debtor") and The Provident Bank (the "Secured Party"), entered into a certain Security Agreement - Trust Deed dated as of November 20, 1990 (the "Security Agreement") pursuant to which the Debtor collectively transferred, conveyed, hypothecated, mortgaged, delivered, pledged, assigned and granted to the Secured Party a lien on and a security interest in all of the Debtor's right, title and interest in certain railroad cars and related leases, to secure a certain loan made to the Debtor pursuant to the Term Loan Agreement dated as of November 20, 1990, between the Debtor and the Secured Party;

WHEREAS, the Security Agreement and Term Loan Agreement were recorded with the Interstate Commerce Commission, Recordation No. 17088, and with the Registrar General of Canada, Recordation No. 44 and 45;

WHEREAS, the Debtor has requested the Secured Party to release its lien on and its security interest in all of the railcars and leases related thereto subject to the lien created by the Security Agreement and the Secured Party has agreed to such release;

NOW, THEREFORE, for good and valuable consideration, the Secured Party hereby agrees and covenants as follows:

The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation:

(a) certain railroad covered hopper cars described on Schedule A hereto and any Replacement Units (collectively the "Equipment", as defined in the Security Agreement) together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, together with all the rents, issues, income, profits and avails therefrom and the proceeds thereof;

(b) all right, title and interest of Debtor in and to each and every lease now existing or hereafter executed or entered into relating to the Equipment but to and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease", as defined in the Security Agreement), and all payments due and to become due under any Equipment Lease, or relating to the Equipment whether as contractual obligations, damages or otherwise, including, without

limitation, insurance and indemnity payments relating thereto, to the extent such payments are derived from the Equipment; and

(c) all products and proceeds of any of the foregoing.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed this 4th day of Mar, 1997

THE PROVIDENT BANK

By: Darla L. Townsend
Name: Darla L. Townsend
Title: Vice President

STATE OF OHIO)
) ss.:
COUNTY OF HAMILTON)

On this 4th day of March, 1997, before me,
personally appeared Darla L. Townsend, to me known, who being by
me duly sworn, says that (s)he resides at _____
and is Vice President of The Provident Bank; that said
instrument was signed on behalf of said corporation on the date
hereof by authority of its Board of Directors; and (s)he
acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

Tabitha L. Salzl
Notary Public

TABITHA L. SALZL
Notary Public, State of Ohio
My Commission Expires July 4, 1999

SCHEDULE A
THE EQUIPMENT
ACF INDUSTRIES, INCORPORATED

<u>CAR COUNT</u>	<u>CAR NUMBERS</u>	<u>AAR DESIGNATION</u>
50	ACFX 66651 - 66700	C214
3	ACFX 66705 - 66707	C214
84	ACFX 66709 - 66792	C214
6	ACFX 66797 - 66802	C214
14	ACFX 66809 - 66822	C214
1	ACFX 66826	C214
1	ACFX 66828	C214
22	ACFX 67060 - 67081	C214
1	ACFX 67085	C214
6	ACFX 67116 - 67121	C214
<u>28</u>	ACFX 67123 - 67150	C214
216		